

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				<p>Process as established in Case No. 000026, Case No. 000035, or another proceeding before the Commission. Any such actions, disputes, controversies or claims may be pursued by either Party before any court, commission or agency of competent jurisdiction. Additionally, AT&amp;T hereby waives its rights to submit disputes in accordance with the alternative dispute resolution mediation process implemented by Verizon pursuant to paragraph 40 and Attachment F of the Merger Order.</p> <p>28.11.2 Negotiations</p> <p>At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit</p>	

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				<p>without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable or admissible, be discovered, or be admitted in evidence, in the arbitration or lawsuit.</p> <p>28.11.3 Arbitration</p> <p>Except for those disputes identified in section 28.11.1(1) through 28.11.1(9), if the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute may be submitted by either Party or both Parties (with a copy provided to the other Party) to the Commission for arbitration pursuant to section 252 of the Act. The Commission shall assign the dispute to a single arbitrator selected by the Parties pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), hereinafter referred to as the AAA Rules, to which body the Parties hereby agree to submit the dispute pursuant to the AAA Rules, except that the Parties may select an arbitrator outside AAA Rules upon mutual agreement. Neither Party waives any rights it may otherwise have under Section 252 of the Act by agreeing to allow the Commission to assign the dispute to an arbitrator selected by the Parties. Discovery shall be controlled by the arbitrator and shall be permitted to the extent</p>	

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				<p>set out in this section, unless otherwise prohibited by the AAA Rules. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of twenty-five (25) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of the other Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. The written opinion of the arbitrator shall not be enforceable in any court having jurisdiction over the subject matter until the Commission, pursuant to section 28.11.7 below, has issued an Order adopting or modifying the arbitrator's written opinion.</p> <p>28.11.4 Expedited Arbitration</p>	

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				<p>Procedures If the issue to be resolved through the negotiations referenced in Section 28.11.2 directly and materially affects service to either Party's end-user Customers or the amount subject to a billing dispute is \$2,000,000 or less, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration pursuant to the process outlined in Section 28.11.3 above, the arbitration shall be conducted pursuant to the expedited procedures rules of the AAA Rules (i.e., rules 53 through 57).</p> <p>28.11.5 Costs Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees of the arbitrator.</p> <p>28.11.6 Continuous Service The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations, including making payments in accordance with and as required by this Agreement.</p> <p>28.11.7 Commission Order 28.11.7.1 Within thirty (30) days of the arbitrator's decision, the Parties shall submit that decision to the Commission for review. Each Party shall also submit its position on the arbitrator's</p>	

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				decision in a statement not to exceed ten (10) pages as to whether the Party agrees to be bound by it or seeks to challenge it. The Commission shall accept or modify the arbitrator's decision within thirty (30) days of its receipt and issue an Order accordingly pursuant to Section 252 of the Act; provided, however, if the Commission does not issue an Order accepting or modifying the arbitrator's decision within thirty (30) days of its receipt, the arbitrator's decision shall be deemed an Order of the Commission pursuant to Section 252 of the Act. The Order of the Commission shall become final and binding on the Parties, except as provided in Section 28.11.7.2 below. 28.11.7.2 Either Party may seek timely review of the Commission Order rendered above pursuant to Section 252(e)(6) of the Act. The Parties agree to waive any objection to the federal court's jurisdiction over the subject matter.	
IV-101	Should the parties be allowed to submit disputes under the agreement to binding arbitration under the United States Arbitration Act?	Part A, Section 13.2.  13.2 The Parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement may be submitted to binding and final arbitration before J.A.M.S./Endispute pursuant to the United States Arbitration Act, 9 USC Sec. 1 et seq. Either Party may commence the arbitration process called for in this Section by filing a written demand for arbitration with	Arbitration provides a private, speedy and cost-effective process for resolution of the typical disputes that arise under an interconnection agreement. When a dispute arises under the interconnection agreement, the companies should be able to get expedited relief to enforce the agreement pursuant to federal law, especially in light of the Virginia Commission's unwillingness to interpret and enforce interconnection agreements pursuant to the Act.	See IV-100	Arbitration of disputes under the interconnection agreement is a matter of contract and no party can be required to submit to arbitration any dispute that it has not agreed to submit. To the extent that WorldCom has proposed ADR provisions to which Verizon has not agreed, the Commission cannot require inclusion of such provisions in the Parties' interconnection agreement. Verizon will, however, agree to adopt the ADR procedures agreed to by it and AT&T.

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		J.A.M.S./Endispute, with a copy to the other Party. The arbitration will be conducted in accordance with the provisions of J.A.M.S./Endispute's Comprehensive Arbitration Rules and Procedures in effect at the time of the filing of the demand for arbitration. The Parties shall file the arbitrator's decision with the Commission. The Parties will share the costs of the arbitration equally. The provisions of this Section [13.2] may be enforced by any Court of competent jurisdiction, and the Party seeking enforcement will be entitled to an award of all costs, fees, and expenses, including attorneys' fees, to be paid by the Party against whom enforcement is ordered. During the arbitration process, each Party shall continue to perform its obligations under this Agreement; provided, however, that neither Party shall be required to act in an unlawful fashion.			
IV-102	Should the Interconnection Agreement contain a provision stating that the Interconnection Agreement constitutes the entire agreement between the Parties on the subject matter of the Interconnection Agreement, and that it supersedes any prior or contemporaneous agreement, understanding, or representation on that subject matter?	<p>Part A, Section 14</p> <p>Section 14. Entire Agreement</p> <p>14.1 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation on the subject matter hereof. Except as otherwise provided in this Agreement, the terms in this Agreement may not be waived or</p>	Resolved by including in the agreement WCOM's Part A, Section 14.1		<b>Resolved</b>

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		modified except by a written document which is signed by the Parties.			
IV-103	Should the Interconnection Agreement contain a provision governing liability for environmental contamination that: (1) states that neither Party shall be liable to the other for any costs whatsoever resulting from the other Party's violation of federal, state, or local environmental law; (2) requires each Party, upon request, to indemnify, defend, and hold harmless the other Party against all losses caused by the indemnifying Party's violation of environmental laws; (3) places limited obligations on WorldCom regarding compliance with asbestos-regulating laws when WorldCom engages in abatement activities or equipment placement activities resulting in the generation or placement of asbestos containing material; (4) makes clear that WorldCom has no additional legal responsibilities regarding asbestos containing material on Verizon property; and (5) obligates Verizon to notify WorldCom if Verizon undertakes any asbestos control or asbestos abatement activities that could affect WorldCom's equipment or operations?	<p>Part A, Section 15 et seq.</p> <p>Section 15. Environmental Contamination</p> <p>15.1 MCI shall in no event be liable to Verizon for any costs whatsoever resulting from a violation of a federal, state or local environmental law by Verizon, its contractors or agents arising out of this Agreement (a "Verizon Environmental Violation"). Verizon shall, at MCI's request, indemnify, defend, and hold harmless MCI, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that are caused by a Verizon Environmental Violation.</p> <p>15.2 Verizon shall in no event be liable to MCI for any costs whatsoever resulting from a violation of a federal, state or local environmental law by MCI, its contractors or agents arising out of this Agreement (an "MCI Environmental Violation"). MCI shall, at Verizon's request, indemnify, defend, and hold harmless Verizon, each of its officers, directors and employees from and against any losses, damages, claims, demands,</p>	Resolved by including in the agreement WCOM's Part A, Sections 15.1, 15.2 and 15.3		Resolved

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		<p>suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that are caused by an MCI<sub>m</sub> Environmental Violation.</p> <p>15.3 In the event any suspect materials within Verizon-owned, operated or leased facilities are identified to be asbestos-containing, MCI<sub>m</sub> will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such MCI<sub>m</sub> activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by MCI<sub>m</sub> or equipment placement activities that result in the generation or placement of asbestos containing material, MCI<sub>m</sub> shall not have any responsibility for managing, nor be the owner of, not have any liability for, or in connection with, any asbestos containing material at Verizon-owned, operated or leased facilities. Verizon agrees to immediately notify MCI<sub>m</sub> if Verizon undertakes any asbestos control or asbestos abatement activities that potentially could affect MCI<sub>m</sub> equipment or operations, including, but not limited to, contamination of equipment.</p>			
IV-104	Should the Interconnection Agreement contain a provision obligating both parties in their performance of their obligations	Part A, Section 16	Resolved by including in the agreement WCOM's Part A, Section 16.1		Resolved

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	under the Interconnection Agreement to cooperate fully and act in good faith and consistently with the intent of the Act, and prohibiting either Party from unreasonably delaying, withholding, or conditioning any action it is required or permitted to take pursuant to the Interconnection Agreement?	Section 16. Good Faith Performance  16.1 In the performance of their obligations under this Agreement, the Parties shall cooperate fully and act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement), such action shall not be unreasonably delayed, withheld or conditioned.			
IV-105	Should the Interconnection Agreement contain a provision stating that the Act and Virginia law govern the validity, construction, enforcement, and interpretation of the Interconnection Agreement, without regard to Virginia's conflict of laws rules?	Part A, Section 17  Section 17. Governing Law  17.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties, shall be governed by the Act and the laws of the Commonwealth of Virginia, without regard to its conflicts of laws rules.	Resolved by including in the agreement WCOM's Part A, Section 17.1		<b>Resolved</b>
IV-106	Should the Interconnection Agreement contain a provision under which each Party agrees to indemnify the other Party for certain specified liability arising from the Interconnection Agreement that is legally caused by the indemnifying Party? Should the provision also contain various procedures, including limiting conditions, regarding how	Part A, Sections 19.1, 19.2, 19.3, 19.3.1-19.3.5:  Section 19. Indemnification  19.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other	These provisions are necessary because they provide a clear legal framework for resolving liability between the parties arising from third party claims. As a general principle, it is both equitable and efficient that each party should be responsible for the damages that party causes.	WorldCom § 24 of Agreement proposed to AT&T  24.0 INDEMNIFICATION 24.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party") from and against any and all Losses that arise out of bodily injury to or death of any	If WorldCom's proposed language for § 19 were to be used, subsection 19.1(b) must be reinstated and § 19.2 must be deleted. As an alternative, Verizon is willing to adopt, in its interconnection agreement with WorldCom, the indemnification provisions agreed to by Verizon and AT&T.

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	indemnification is obtained, including notice, authority to defend, authority to settle, obligation to assert defenses in applicable Tariffs, and an obligation on the indemnified Party to offer reasonable cooperation and assistance?	<p>actions, or any liability whatsoever, including, but not limited to, costs, and reasonable attorneys' fees and allocated in-house legal expenses (collectively, a "Loss") incurred by the indemnified Party to the extent that such Loss is: suffered, made, instituted, or asserted by any other person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent legally caused by the acts or omissions of the indemnifying Party, regardless of the form of action. Notwithstanding the foregoing indemnification, nothing in this Section [19] shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws.</p> <p>19.2 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all Loss incurred by the indemnified Party suffered, made, instituted, or asserted by any other person (regardless of the form of action) and to the extent such Loss is legally caused by the indemnifying Party through acts or omissions in breach of this Agreement. Notwithstanding the foregoing</p>		<p>person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions in connection with this Agreement of the Indemnifying Party, or the directors, officers, employees, agents, or contractors (excluding the Indemnified Party), of the Indemnifying Party.</p> <p>24.2 Nothing in Section 24.0 shall affect or limit any claims, remedies, or other actions the Indemnifying Party may have against the Indemnified Party under this Agreement, any other contract, any applicable Tariff(s), or Applicable Law, relating to the Indemnified Party's provision of services, facilities or arrangements to the Indemnifying Party under this Agreement.</p> <p>24.3 An Indemnifying Party's obligation to indemnify, defend and hold harmless the Indemnified Party as provided in this Section 24.0 shall be conditioned upon the following:</p> <p>a) The Indemnified Party shall promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the Indemnifying Party's obligations under this Section 24.0. However, the failure to give such notice shall release the Indemnifying Party from its obligations under this Section 24.0</p>	

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		<p>indemnification, nothing in this Section [19] shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws.</p> <p>19.3 The indemnification provided herein shall be conditioned upon:</p> <p>19.3.1 The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification, provided that failure to notify the indemnifying Party shall not relieve it of any liability it might otherwise have under this Section [19] to the extent it was not materially prejudiced by such failure of notification.</p> <p>19.3.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event the indemnifying Party does not accept the defense of any such action, the indemnified Party shall have the right to employ counsel for its own defense at the expense of the indemnifying Party.</p>		<p>only to the extent the failure to give such notice has prejudiced the Indemnifying Party.</p> <p>b) The Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at the Indemnified Party's sole cost and expense.</p> <p>c) In no event shall the Indemnifying Party settle or consent to any judgment in an action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights of the Indemnified Party, the Indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the Indemnified Party against, the Loss for any amount in excess of such refused settlement or judgment.</p> <p>d) The Indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.</p>	

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		<p>19.3.3 In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.</p> <p>19.3.4 In any action for which indemnity is sought, the indemnified Party shall assert any and all provisions in applicable Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of applicable limitations of liability.</p> <p>19.3.5 The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.</p>		<p>e) The Indemnified Party shall offer the Indemnifying Party all reasonable cooperation and assistance in the defense of any such action.</p> <p>24.4 Each Party agrees that it will not implead or bring any action against the other Party or its affiliates, or any of their respective directors, officers, agents or employees, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party and that arises out of performance of this Agreement.</p> <p>24.5 In addition to its other obligations under this Section 24.0, each Party shall, to the extent allowed by Applicable Law, provide in its Tariffs and contracts with its Customers, that, except for gross negligence or willful misconduct, in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any Customer or third party for (i) any loss relating to or arising out of the services, facilities or arrangements obtained or provided under this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages.</p> <p>24.6 Notwithstanding any other provision of this Agreement, with respect to Verizon's provision of Line Sharing to AT&amp;T hereunder, each</p>	

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				Party shall release, indemnify, defend and hold harmless the other Party for any Loss suffered, made, instituted, or asserted by the other Party's Customer(s) that arise from disruptions to that Customer's service or from any violation of Applicable Law governing the privacy of the Customer's communications, and that are proximately caused by the grossly negligent or willful acts or omissions of the Indemnifying Party in connection with a Line Sharing arrangement.	
IV-107	Should the Interconnection Agreement contain a provision regarding intellectual property rights stating that (1) any intellectual property originating from or developed by a Party remains in the exclusive ownership of that Party; and (2) the Interconnection Agreement does not grant either Party any form of license in the other Party's intellectual property (with the exception of certain limited use licenses)?	<p>Part A, Section 20.1</p> <p>Section 20. Intellectual Property Rights</p> <p>20.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use a Party's patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.</p>	This provision is necessary because it makes clear that the Interconnection Agreement does not itself create or modify the Parties' intellectual property rights, and obligates each Party to take steps with respect to the intellectual property rights of third parties that are necessary to give full effect to its obligations under the Interconnection Agreement.	<p>WorldCom § 28.16 of Agreement proposed to AT&amp;T</p> <p>28.16 No Licenses</p> <p>28.16.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trade mark, service mark, trade secret, or any other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.</p> <p>28.16.2 Neither Party shall have any</p>	Except to the extent that Verizon may be required to use best efforts to negotiate or renegotiate licenses to procure relevant rights and licenses for CLECs to use the intellectual property of third-party vendors embedded in Verizon's network in order to use Verizon's UNEs (which Verizon has addressed in connection with Issue III-15), applicable law does not generally require Verizon to attempt to negotiate to acquire intellectual property rights for the benefit of a CLEC, and then indemnify that CLEC if it fails to acquire such rights.

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				<p>obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.</p> <p>28.16.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT</p>	

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				<p>SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT, INCLUDING ANY RIGHT OF THE PARTIES TO THIS AGREEMENT.</p> <p>28.16.4 AT&amp;T acknowledges that services and facilities to be provided by Verizon hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to third party intellectual property rights. In the event that proprietary rights restrictions in agreements with such third party vendors do not permit Verizon to provide to AT&amp;T, without additional actions or costs, particular unbundled Network Element(s) otherwise required to be made available to AT&amp;T under this Agreement, then, as may be required by Applicable Law:</p> <p>a) Verizon agrees to notify AT&amp;T, directly or through a third party, of such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions ("Ancillary Restrictions"); and</p> <p>b) Verizon shall use its best efforts, as commercially practical, to</p>	

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				procure rights or licenses to allow Verizon to provide to AT&T the particular unbundled Network Element(s), on terms comparable to terms provided to Verizon, directly or on behalf of AT&T ("Additional Rights/Licenses"). Costs associated with the procurement of Additional Rights/Licenses shall be recovered as agreed by the Parties and, absent such agreement, pursuant to the dispute resolution procedures set forth in this Agreement.	
IV-108	Should the Interconnection Agreement contain a provision that prohibits either Party from publishing or using, absent agreement, the other Party's logo, trademark, or service mark in any product, service, advertisement, promotion, or any other publicity matter?	Part A, Section 20.3  20.3 Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, or service mark in any product, service, advertisement, promotion, or any other publicity matter, except that nothing herein shall prohibit lawful comparative advertising or comparative marketing.	Resolved by including in the agreement WCOM's Part A, Section 20.3		<b>Resolved</b>
IV-109	Should the Interconnection Agreement contain a provision stating that the Interconnection Agreement is the joint work product of the representatives of the Parties, that it has been drafted in final form by one of them for convenience, and that no inferences designed to resolve ambiguity shall be drawn against either Party solely on the basis of authorship?	Part A, Section 21  Section 21. Joint Work Product  21.1 This Agreement is the joint work product of the representatives of the Parties. For convenience, this Agreement has been drafted in final form by one of the Parties. Accordingly, in the event of ambiguities, no inferences shall be drawn against either Party solely on the basis of authorship of this Agreement.	Resolved by including in the agreement WCOM's Part A, Section 21.1		<b>Resolved</b>

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IV-110	Should the Interconnection Agreement contain a provision that prohibits a providing Party from requiring the purchasing Party to produce a letter of authorization, disconnect order, or other writing, from the purchasing Party's subscriber as a pre-condition to processing an Order from the purchasing Party?	<p>Part A, Section 22.1:</p> <p>Section 22. Migration of Service</p> <p>22.1 A Providing Party shall not require the Purchasing Party to produce a letter of authorization, disconnect order, or other writing, from the Purchasing Party's subscriber as a pre-condition to processing an Order from the Purchasing Party.</p>	This provision is necessary because it prevents Verizon from imposing burdensome and unnecessary requirements as a precondition to its fulfillment of its obligations under the agreement. WorldCom is the authorized agent and contact for its local service customers, and requiring written proof of this is unnecessary and serves only to delay the provision of services to WorldCom's customers. This provision is important because it prevents Verizon from imposing conditions which make it difficult for customers to change providers from Verizon.	<p>WorldCom § 18.1 - 18.3 of Agreement proposed to AT&amp;T</p> <p>18.1 Intercept and Referral Announcements</p> <p>When a Customer changes its service provider from Verizon to AT&amp;T, or from AT&amp;T to Verizon, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number or provide other appropriate information to the extent known. When a Customer changes its local service provider from AT&amp;T to Verizon or from AT&amp;T to a CLEC, where AT&amp;T was providing service to the Customer through unbundled Local Switching, and the Customer does not retain its original telephone number, AT&amp;T shall order the Referral Announcement from Verizon on behalf of the Customer. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer to the extent the providing Party does not charge its own Customers for such service, for the time period required under Applicable Law, but in no event less than six (6) months after the date the Customer changes its telephone number in the case of business Customers and not less than thirty (30) days after the date the</p>	Verizon cannot agree to inclusion of WorldCom's proposed Part A, § 22.1. Although Verizon will comply with applicable law, it cannot be forced to obligate itself through the interconnection agreement beyond the requirements of applicable law. Verizon proposes for inclusion in the Verizon-WorldCom interconnection agreement the Coordinated Service Arrangements language agreed to by Verizon and AT&T.

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				<p>Customer changes its telephone number in the case of residential Customers. However, if either Party provides Referral Announcements for different periods than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party. The periods for referral announcement may be shorter if a number shortage condition is in effect for a particular NXX code and any such shorter periods are not precluded by Applicable Law.</p> <p>18.2 Customer Contact, Coordinated Repair Calls and Misdirected Inquiries</p> <p>18.2.1 Verizon will recognize AT&amp;T as the customer of record of all Services ordered by AT&amp;T under this Agreement. AT&amp;T shall be the single point of contact for AT&amp;T Customers with regard to all services, facilities or products provided by Verizon to AT&amp;T and other services and products which they wish to purchase from AT&amp;T or which they have purchased from AT&amp;T.</p> <p>Communications by AT&amp;T Customers with regard to all services, facilities or products provided by Verizon to AT&amp;T and other services and products which they wish to purchase from AT&amp;T or which they have purchased from AT&amp;T, shall be made to AT&amp;T, and not to Verizon. AT&amp;T shall instruct AT&amp;T Customers that such communications</p>	

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				<p>shall be directed to AT&amp;T.</p> <p>18.2.2 Requests by AT&amp;T Customers for information about or provision of products or services which they wish to purchase from AT&amp;T, requests by AT&amp;T Customers to change, terminate, or obtain information about, assistance in using, or repair or maintenance of, products or services which they have purchased from AT&amp;T, and inquiries by AT&amp;T Customers concerning AT&amp;T's bills, charges for AT&amp;T's products or services, and, if the AT&amp;T Customers receive dial tone line service from AT&amp;T, annoyance calls, shall be made by the AT&amp;T Customers to AT&amp;T, and not to Verizon.</p> <p>18.2.3 AT&amp;T and Verizon will employ the following procedures for handling misdirected repair calls:</p> <p>18.2.3.1 AT&amp;T and Verizon will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.</p> <p>18.2.3.2 To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge. In responding to misdirected repair calls, neither Party shall make</p>	

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				<p>disparaging remarks about the other Party, its services, rates, or service quality.</p> <p>18.2.3.3 AT&amp;T and Verizon will provide their respective repair contact numbers to one another on a reciprocal basis.</p> <p>18.2.4 In addition to section 18.2.3 addressing misdirected repair calls, the Party receiving other types of misdirected inquiries from the other Party's Customer shall not in any way disparage the other Party.</p> <p>18.3 Customer Authorization</p> <p>18.3.1 Without in any way limiting either Party's obligations under Subsection 27.1, each Party shall comply with Applicable Laws with regard to Customer selection of a primary Telephone Exchange Service provider. Until the Commission and/or FCC adopts regulations and/or orders applicable to Customer selection of a primary Telephone Exchange Service provider, each Party shall adhere to the rules and procedures set forth in Section 64.1100 through 1190 of the FCC Rules, 47 CFR § 64.1100 through 1190, in effect on the Effective Date hereof when ordering, terminating, or otherwise changing Telephone Exchange Service on behalf of the other Party's or another carrier's Customers.</p> <p>18.3.2 In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications</p>	

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				<p>Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and (a) fails to provide documentary evidence of the Customer's primary Telephone Exchange Service Provider selection upon reasonable request, or (b) fails to obtain authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any other rights or remedies available to the other Party, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition, including to the appropriate primary Telephone Exchange Service provider.</p> <p>18.3.3 Without in any way limiting either Party's obligations under Subsection 27.1, both Parties shall comply with Applicable Laws with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. AT&amp;T shall not access (including, but not limited to, through Verizon OSS as defined in Schedule 11), use, or disclose Customer Proprietary Network Information made available to AT&amp;T by Verizon pursuant to this</p>	

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				<p>Agreement unless AT&amp;T has obtained any Customer authorization for such access, use and/or disclosure required by Applicable Laws. By accessing, using or disclosing Customer Proprietary Network Information, AT&amp;T represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. AT&amp;T shall, upon reasonable request by Verizon, provide proof of such authorization (including a copy of any written authorization). In the event AT&amp;T makes available an AT&amp;T operations support system for access and use by Verizon, Verizon agrees that the same conditions that apply to AT&amp;T in this Subsection 18.3.3 for accessing, using or disclosing Customer Proprietary Network Information made available to AT&amp;T shall apply to Verizon when accessing, using or disclosing CPNI made available to Verizon.</p> <p>18.3.4 Verizon shall have the right to monitor and/or audit AT&amp;T's access to and use and/or disclosure of Customer Proprietary Network Information that is made available by Verizon to AT&amp;T pursuant to this Agreement to ascertain whether AT&amp;T is complying with the requirements of Applicable Law and this Agreement with regard to such access, use, and/or disclosure. Verizon may exercise this right to audit once annually upon reasonable</p>	

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				<p>written notice to AT&amp;T. Verizon may also employ such assistance as it deems desirable to conduct such audits (such as an outside auditor) so long as the party providing assistance agrees to be bound by a confidentiality agreement containing terms substantially similar to the terms in Section 28.5 of this Agreement. To the extent permitted by Applicable Law, the foregoing rights shall include, but not be limited to, the right to electronically monitor AT&amp;T's access to and use of Customer Proprietary Network Information that is made available by Verizon to AT&amp;T pursuant to this Agreement. The results of any audit and/or monitoring of AT&amp;T's access to and/or use of CPNI pursuant to this Section 18.3.4 shall be subject to the confidentiality provisions (Section 28.5) of this Agreement and shall not be used by Verizon for any marketing purposes, except as permitted by Applicable Law.</p> <p>18.3.5 At such time that AT&amp;T provides access to AT&amp;T Customer Proprietary Network Information, AT&amp;T shall have the right to monitor and/or audit Verizon's access to and use and/or disclosure of AT&amp;T's Customer Proprietary Network Information, on the same terms as provided in Section 18.3.4 above.</p>	
IV-111	Should the Interconnection Agreement contain a provision that requires Verizon to provide notices of network changes in compliance with	<p>Part A, Section 24</p> <p>Section 24. Notices of Network Changes</p>	Resolved by including in the agreement WCOM's Part A, Section 24.1		<b>Resolved</b>

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	Section 251(c)(5) of the Act and the FCC's implementing regulations?	Changes  24.1 Verizon shall make any notification of changes to the underlying Verizon services in conformance with the requirements of Section 251(c)(5), Notice of Changes, of the Act, and the FCC's rules and regulations.			
IV-112	Should the Interconnection Agreement contain a provision that obligates the Parties to submit promptly the Interconnection Agreement to the Commission and all other governmental entities from which regulatory approval is needed, and that obligates the Parties to negotiate promptly and in good faith such revisions as may reasonably be required to achieve regulatory approval?	Part A, Section 25.1  Section 25. Regulatory Approvals  25.1 The Parties shall promptly submit this Agreement, and any amendment or modification hereof, to the Commission for approval in accordance with Section 252 of the Act. Following such submission, the Parties shall submit the Agreement to any other applicable governmental entity for any requisite approvals. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.	Resolved by including in the agreement WCOM's Part A, Section 25.1		<b>Resolved</b>
IV-113	Should the Interconnection Agreement contain a provision obligating the Parties to negotiate promptly and in good faith to amend the Interconnection Agreement in the event that subsequent changes in the law render any provision of the Interconnection Agreement unlawful, or materially alters the obligation(s) to provide services, or the services	Part A, Section 25.2.  25.2 In the event the FCC or the Commission promulgates rules or regulations, or issues orders, or a court of competent jurisdiction issues orders, which make unlawful any provision of this Agreement, or which materially alter the obligation(s) to provide services or the services	This provision is necessary because a good faith negotiation requirement in the event of subsequent legal developments will assist the Parties in giving effect to their original intentions in the face of changing legal requirements. This provision would give effect to the FCC's mandate in its Local Competition Order that interconnection	WorldCom revised version of the WorldCom-proposed §§ 25.2 and 25.8  25.2 Subject to the terms of Section 25.8, in the event the Commission or the Virginia Commission promulgates rules or regulations, or issues orders, or a court of competent jurisdiction issues orders, which make unlawful	In response to Issue IV-113, Verizon can agree to the language proposed by WorldCom, if it is modified to preserve Verizon's right to cease providing a service or benefit once it is no longer required to do so under applicable law.

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	themselves, embodied in the Interconnection Agreement?	themselves embodied in this Agreement, then the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which conform to such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days after the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in Section [13] (Dispute Resolution Procedures) hereof.	agreements be flexible enough to accommodate future changes in the legal and regulatory landscape, and also would provide a procedure for the parties to mutually reflect such changes in the Agreement.	<p>any provision of this Agreement, or which materially alter the obligation(s) to provide services or the services themselves embodied in this Agreement, then the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which conform to such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days after the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in Section [13] (Dispute Resolution Procedures) hereof.</p> <p>* * *</p> <p>25.8 Notwithstanding anything herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that Verizon is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to WorldCom hereunder, then, unless otherwise agreed to in writing by the Parties, Verizon may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing thirty (30) days prior written notice to WorldCom unless a different notice period or different conditions are</p>	

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